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SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1 PRICE SCHEDULE

Vendors must provide a complete list of products and prices. Eco-friendly products should be marked as such.

Prices will be adjusted based on current market prices and the newest technology.

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF WORK

Statement of Objectives Office Supply Store Cellular/Smart Phone Accessories Consignment

1 - OBJECTIVE:

The United States House of Representatives (House), Office of Chief Administrative Officer (CAO), Office Supply Store (OSS) is seeking contractor services from a vendor to provide accessory items for multiple brands of cell and smart phones to be sold on consignment in OSS as described in this Statement of Objective (SOO).

2 - BACKGROUND:

The Office Supply store currently has a contract to provide cell and smart phone accessories; however it expires on August 31, 2010. Due to rapidly changing technology and the multiple types and brands of devices in use by House offices, past history has indicated that it is very difficult to predict cell/smart phone purchasing patterns and therefore accessory purchases and usage. Sales for accessories in 2009 were approximately \$75,000.

Because of this OSS would like to receive, on consignment, cell and smart phone accessories to sell in OSS. The House would also like to make sure there will be availability of iPhone accessories as they will soon be rolled out to House staff. This consignment would alleviate the cost of keeping an inventory on hand at House expense. The vendor would use designated space within the store and would sell the units as normal stock to customers. OSS would then pay for the stock as sales are registered based on the agreed upon terms.

The purpose of this SOO and its resulting award is to keep current the selection, cost and availability of cell and smart phone accessories to House offices. This will provide the House with the best possible option for providing quick availability of these accessories to House offices without the burden to the House of costs associated with purchasing inventory. This will also assist OSS in making the operations more efficient and cost effective and ensuring the provision of quality service to the House community.

3 - SCOPE OF WORK:

Provide retail cell and smart phone accessory items on consignment to the House, these accessories will support the approximately 9,000 units in use on the House campus. The items will be located in OSS, B-217 Longworth House Office Building, Washington, D.C. 20515.

Please include the following general retail requirements as a part of your firm's proposal submission:

- a. <u>Space requirements</u> OSS has allotted approximately 8 feet of wall and cabinet space for these accessories. Include any special requirements that may be needed for display purposes. Display units will not be provided.
- b. <u>Proposed Merchandise</u> Offeror shall provide a variety of accessories. Items must be current and products must also be updated as needed based on the changing technology.
- c. <u>Pricing</u> Expected pricing must be competitive with wholesale pricing. Provide a list of proposed items and pricing structure. Attached is a list of items currently on consignment. The House expects the best pricing possible for all items.
- d. <u>Special Orders</u> The House expects to have the ability to place special orders for exception items or for large orders so the OSS inventory is not depleted.
- e. <u>Returns</u> The House expects to have the ability to return products for various reasons ie. damaged, incorrect item purchased etc.
- f. Payment Terms/Inventory Control The House is expecting to inventory, reconcile and pay for items on a monthly basis. The physical inventory and reconciliation process will be conducted by the vendor with House staff oversight. The offeror shall provide a plan for resolution and mitigation of inventory and reconciliation issues. The contractor will be required to bring in the merchandise and stock/re-stock the product.

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Other Significant Factors

- All pricing changes must be submitted to the House and approved by the House.
- All product changes must be submitted to the House and approved by the House.

4 - PERIOD OF PERFORMANCE:

The projected start date is September 1, 2010. The period of performance shall be one-year base period with four, one-year options.

5 - FACILITIES:

All merchandise will be stored in OSS, B217 Longworth House Office Building, Washington, D.C. 20515. There will be no designated office space, workspace, equipment, or software provided to complete the objectives described herein.

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SECTION D -- PACKAGING AND MARKING

D.1 HC.4.002 PAYMENT OF POSTAGE AND FEES

MAY 2001

All postage and fees related to submitting information, including forms, reports, etc., to the House of Representatives shall be paid by the contractor.

D.2 HC.4.004 MARKING

AUGUST 2002

All information submitted, including forms, reports, etc. to the Contracting Officer or Contracting Officer's Representative, or as specified in the contract, shall clearly indicate the contract number and task order number for which the information is being submitted.

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SECTION E -- INSPECTION AND ACCEPTANCE

E.1 HC.5.003 INSPECTION OF SERVICES

JUNE 2002

- a. Definitions. "Services," as used in this clause, include services, workmanship, and material furnished or utilized in the performance of services.
- b. The Contractor shall provide and maintain a quality assurance system acceptable to the House covering the services under this contract. Complete records of all quality assurance work performed by the Contractor shall be maintained and made available to the Contracting Officer (CO), Contracting Officer's Representative (COR) or their designated representative, during contract performance and for one year after contract termination.
- c. The COR has the right to inspect and test all services called for by the contract at all times and places during the term of the contract. The COR shall perform quality assurance reviews and tests in a manner that will not unduly delay or impede the contractor's work.

E.2 HC.5.004 FAILURE TO PERFORM

AUGUST 2002

If the Contractor fails to promptly perform the services or to take the necessary action to ensure future performance in compliance with contract requirements, the CO may:

- a. Refer to Section F, HC.6.009, Payment for Non-performance.
- b. Reduce the contract price to reflect the reduced value of the services performed; or
- c. Terminate the contract for default.

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 HC.6.001 PERIOD OF PERFORMANCE

MAY 2001

Contract period of performance shall extend one year starting September 1, 2010.

F.2 HC.6.003 OPTION TO EXTEND THE TERM OF THE CONTRACT

MAY 2001

- a. The House may extend the term of this contract up to four (4) times for a period of twelve (12) months each. Preliminary written notice to the contractor of the House's intention to exercise these options will be at least 30 days before the contract expires. The preliminary notice does not commit the House to an extension.
- b. The total duration of this contract, including the exercise of any options under this clause shall not exceed 60 months.

F.3 HC.6.005 NOTICE TO THE HOUSE OF DELAYS

MAY 2001

In the event the contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately notify the customer and the COR by telephone and follow-up in writing to the COR, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the House of any delivery schedule or date, or any rights or remedies provided under this contract.

F.4 HC.6.007 SUSPENSION AND DEBARMENT

MAY 2001

- a. Suspension of a contractor temporarily disqualifies that contractor from contracting with the House as a prime and/or House approved subcontractor, in full or in part. The contracting officer initiates suspensions.
- (1) When the contractor and any specifically named affiliates are suspended, the contracting officer shall advise the firm immediately by certified mail, return receipt requested:
- (a) That the firm has been suspended and that the suspension is based on an indictment or other adequate evidence that the contractor has committed irregularities (i) of a serious nature in business dealings with the House or (ii) seriously reflecting on the propriety of further House dealings with the contractor. Any such irregularities shall be described in terms sufficient to place the contractor on notice without disclosing the House's evidence;
- (b) That the suspension is for a temporary period pending the completion of an investigation and such legal proceedings as may ensue;
- (c) Of the cause(s) relied upon for imposing suspension;
- (d) Of the extent and effect of the suspension; and
- (e) That, within 30 days after receipt of the notice of suspension, the contractor or its representative may submit, in writing or in person, information and argument in opposition to the suspension, including any additional specific information that raises a genuine dispute over the material facts.
- (2) Suspension shall be for a temporary period pending the completion of investigation and any ensuing legal proceedings, unless sooner terminated by the suspending official or as provided in this subsection.

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- (3) If the investigation is not concluded or legal proceedings are not initiated within 12 months after the date of the suspension notice, the suspension shall be terminated.
- b. Debarment refers to action by the CAO to exclude a contractor from future House awards and House-approved subcontracting, in full or in part, for a reasonable, specified period.
- (1) Upon conclusion of the investigation resulting from a suspension, if the contracting officer should determine that debarment is in order, he or she shall prepare a report on the investigation along with such recommendations regarding debarment, for submission to the CAO.
- (2) A notice of proposed debarment shall be issued by the contracting officer advising the contractor and any specifically named affiliates, by certified mail, return receipt requested:
- (a) That debarment is being considered;
- (b) Of the reasons for the proposed debarment in terms sufficient to put the contractor on notice of the conduct or transaction(s) upon which it is based;
- (c) Of the cause(s) relied upon for proposing debarment;
- (d) Within 30 days after receipt of the notice, the contractor or its representative may submit to the CAO, in writing through the contracting officer or in person, information and argument in opposition to the proposed debarment, including any additional specific information that raises a genuine dispute over the material facts;
- (e) Of the effect of the issuance of the notice of proposed debarment; and
- (f) Of the potential effect of an actual debarment.
- c. In the event that the CAO makes a determination to impose debarment, the contracting officer shall give the contractor and any affiliates involved prompt notice by certified mail, return receipt requested:
- (a) Referring to the notice of proposed debarment;
- (b) Specifying the reasons for debarment;
- (c) Stating the period of debarment, including effective dates; and
- (d) Advising that the debarment is effective throughout the House, unless the CAO determines that limited business dealings between the House and the contractor are justified.
- d. The decision of the CAO on the merits of a debarment shall be final. A decision may be appealed by the contractor, in writing, within 10 days of receipt of notification of the decision, to the Committee on House Administration, only in the event that the CAO failed to follow the procedures established herein.

F.5 HC.6.008 LIQUIDATED DAMAGES

MAY 2001

If the contractor fails to perform the services specified in this contract, or any extension, the House may terminate this contract under the Termination clause of the contract. The contractor shall be liable for fixed, agreed and liquidated damages as provided in Section F "Payment for Non-performance", accruing until the time the House may reasonably obtain delivery or performance of similar services.

The contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without fault or negligence of the contractor.

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F.6 HC.6.009 PAYMENT FOR NON-PERFORMANCE

SEPTEMBER 2001

In the event that the contractor fails to perform as stipulated in the statement of work, and such failure is not for a reason beyond the control of the contractor, the House may charge 1% of the total contract cost per day and may obtain performance from another source and charge and collect all costs plus a 15% administrative fee from the contractor.

F.7 HC.6.010 PLACE OF PERFORMANCE

JUNE 2002

House Capitol Hill Office Buildings, Washington, D.C.

F.8 HC.6.014 TERMINATION

AUGUST 2002

Relative to termination of this contract, it is mutually agreed:

- a. The CO may terminate this agreement at any time, in whole or in part, in the event of breach by the Contractor, or upon 30 days written notice at the convenience of the House.
- b. If this Contract is terminated, the rights, duties and obligations of the parties, including compensation to the Contractor shall be in accordance with this contract and in effect on the date of the Contract. No liability will inure to either party for terminations rendered pursuant to this Contract when done at the convenience of the House.
- c. Upon termination (including expiration) the Contractor will:
- (1) Surrender all employee identification cards, decals, keys, etc. issued by the U.S. House of Representatives, for all Contractor representatives and employees on the effective date to COR.
- (2) Complete satisfactory settlement of all customer complaints and claims.
- (3) Comply with House requirements designed to ensure a smooth transition to any successor Contractor.
- (4) Yield up the premises and all House-furnished property, clean and in as good order and condition as when received, damages due to acts of God or the U.S. Government and ordinary wear and tear excepted, on the effective date.
- (5) Promptly remove all Contractor-furnished equipment and fixtures, tools and supplies. Upon failure to remove Contractor's property, the CO may cause Contractor's property to be removed and stored in a warehouse at Contractor's expense. If the Contractor fails to act, this contract authorizes and empowers the CO to take possession of Contractor's property and dispose of same by public or private sale without notice and out of the proceeds of sale, satisfy all costs and indebtedness to the House.

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 HC.7.002 **MODIFICATIONS**

FEBRUARY 2005

Administrative changes, e.g. address corrections, are approved by the CO. All other changes which change the scope of this contract, including additions or deletions, must be prepared in writing as formal modifications signed by both parties.

G.2HC.7.003 **INVOICES** FEBRUARY 2005

a. The Debt Collection Improvement Act of 1996 requires that federal agencies pay recipients by electronic funds transfer (EFT). EFT is an improved, convenient, and secure method of payment. To enable the U.S. House of Representatives to send payments electronically to your financial institution, you must first complete an EFT enrollment form to provide your signature and certain information regarding your financial institution. Please visit the U.S. House of Representatives' Office of Finance and Procurement website at www.house.gov/finance for appropriate forms or call the EFT Help Line at 202-226-2277.

b. A proper invoice shall minimally include:

Contractor Name, Address, and Phone Number

Name of Contractor Point of Contact

House Contract Number

Task/Delivery Order Number (as appropriate)

Invoice Number

Invoice Date

Invoice Page Number (each page of an Invoice shall minimally also contain the contractor Firm name, the invoice number, and the invoice date)

c. And, for each deliverable included on the invoice:

Contract Line Item Number (CLIN) Period of Performance Brief Description of Item

Ouantity Delivered

Unit Price

Extended Price

Total Price of all deliverables contained on Invoice

Payment Terms, if appropriate (Example: 2% 10 - Net 30)

- d. The House does not pay federal, state or local taxes unless mandated by law.
- e. All follow-up invoices shall be marked "Duplicate of Original" on all pages. Contractor questions regarding payment information or check identification should be directed to the COR for follow-up with appropriate financial personnel.

G.3 HC.7.004 **INVOICE FOLLOW-UPS**

MAY 2001

All follow-up invoices shall be marked "Duplicate of Original" on all pages. Contractor questions regarding payment information or check identification should be directed to the COR for follow-up with appropriate financial personnel.

CONTRACT STATUS AND REVIEW MEETING G.4 HC.7.006

FEBRUARY 2005

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The COR, CA, and authorized contractor representative(s) shall meet at least quarterly or more frequently as determined by the COR. The purpose of the meeting is to review the status reports, performance results, current/outstanding issues, and provide to the contractor any House-related informational materials. The goal is to keep track of performance, head-off any potential problems, resolve issues, and maintain a smoothly operating contract.

G.5 HC.7.007 AUTHORIZED HOUSE REPRESENTATIVES

FEBRUARY 2005

- a. Contracting Officer (CO):
- 1. Except as specified in paragraph (3) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change (in scope, terms, conditions, requirements, pricing, and/or delivery schedules) under this contract.
- 2. The contractor shall not comply with any order, direction or request of House Personnel which would constitute a change under this contract, unless issued in writing and signed by the CO, or made pursuant to specific authority otherwise included in this contract.
- 3. The CO is the only person authorized to approve changes under this contract and, notwithstanding provisions contained elsewhere in the contract, said authority remains solely with the CO. In the event the contractor effects any change at the direction of any person other then the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof. The CO may delegate certain responsibilities to authorized representatives.
- b. Contracting Officer's Representative (COR):

Name: TBD

Title: Address:

Phone: Fax: E - mail:

- 1. The COR, appointed by the contracting officer, is designated to assist in the discharge of the contracting officer's responsibilities. The responsibilities of the COR include, but are not limited to: determining the adequacy of performance and/or the timeliness of delivery by the Contractor in accordance with the terms and conditions of this contract; acting as the contracting officer in charge of work at the site; ensuring compliance with the contract requirements insofar as the work is concerned; advising the contracting officer and contract administrator of any factors which may cause delays in delivery and/or performance of the work; and conducting or witnessing the conduct of any inspections and/or tests that my be required by the contract. The COR does not have the authority to make any changes to the terms, conditions, requirements, pricing, and/or delivery schedules of the contract or direct the contractor to perform services outside of the scope of the contract.
- 2. Additional responsibilities of the COR are as follows:
 - Monitor and evaluate contract performance, including preparing Vendor Performance Evaluations.
 - Review, approve, and process contractor invoices.
 - Submit periodic report(s) to the Contract Administrator (CA).
 - Provide the CA with notification of intent to exercise options or renewals 90 days prior to expiration date.
- c. Contract Administrator:

Toinetta Bridgeforth CAO Procurement Managment 327 Ford House Office Building Washington, DC 20515 phone: 202-226-1775

fax: 202-226-2214

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toinetta.bridgeforth@mail.house.gov

The contract administrator prepares all modifications to the contract, maintains the official contract file with all reports and other contractual documentation, and responds to contractual inquiries or concerns from the COR or contractor on behalf of the CO.

G.6 HC.7.008 AUTHORIZED CONTRACTOR REPRESENTATIVE

FEBRUARY 2005

a. The contractor shall identify the authorized contractor representative (ACR), and provide the information listed below:

Name:

Title:

Address:

Phone: Fax:

E-mail:

b. The ACR shall provide periodic status reports to the COR pursuant to clause G.10 (HC.7.005) of this contract. All status reports, schedules, and invoices must be approved by the COR in accordance with the terms and conditions of the contract.

c. The ACR shall furnish notice of any delay or potential situation that may cause delay in their capability to meet the delivery and/or performance schedule set forth in this contract. Such notice may be provided verbally to the COR and contracting officer, then followed-up in writing within two business days after the verbal notice. The notification shall fully describe the cause for delay, the expected date of delivery and/or performance, and any remedies the contractor proposes to mitigate the delay. This notification does not relieve the contractor of its obligation to meet the delivery and/or performance requirements of this contract nor should this notification be construed as a waiver by the House of any delivery schedule or date, performance requirements, or any rights or remedies provided under this contract.

G.7 HC.7.009 KEY PERSONNEL

FEBRUARY 2005

- a. The contractor shall assign key personnel by name and title. The contractor represents that the following individual(s) are key personnel who will provide the services to the House in connection with this contract. At a minimum, the contractor shall designate a program manager as key personnel.
- 1. Project Manager
- 2. One Full-Time Superintendent (non-working/onsite)
- 3. One Crew Chief for each building (3)
- 4. Four-Person Installation Crew consisting at a minimun, of two carpet installers for each scheduled suite.
- b. For each person, provide the following information: individual's name, title, telephone number, and e-mail address.
- c. Except as provided herein, the contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment or requested by the CO. Contractor personnel assigned to this contract as key personnel are subject to approval of the CO. The contractor must notify the CO of changes to key personnel 30 calendar days prior to removal from the contract. Replacement personnel must be accepted in writing by the CO. The CO may require substitution of key personnel from contractor, and may require additional personnel to be added to the project. Proposed substitutes to key personnel must have qualifications equal to or better than those approved at the award stage. The CO will notify the contractor, after receipt of all required information (including resumes of substitutes), of the decision on substitutions within 10 business days.

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A post award conference will be held with the contractor to review contract administration issues, unless the House and the contractor determine that such a conference is not necessary.

G.9 HC.7.011 PROGRESSIVE STEPS TO ENSURE SATISFACTORY FEBRUARY 2005 CONTRACT PERFORMANCE

- a. The Contractor shall bring all performance issues to the immediate attention of the COR. Likewise, the COR shall bring all real or apparent performance issues to the immediate attention of the Contractor. These issues will be documented and quickly resolved to the mutual satisfaction of both parties, provided such resolution is within the authority of the COR and in accordance with the terms and conditions of the contract.
- b. If an issue cannot be resolved between the Contractor and the COR, or resolution would require a modification to the contract, the COR will immediately notify the CA and the CO by e-mail. The CA in conjunction with the COR, Contractor, and as may be required other subject matter experts, will attempt to resolve performance issues to the mutual satisfaction of both parties. If a modification to the contract is required the CA will make a recommendation to the CO and if approved prepare the modification and obtain all necessary approvals and signatures.
- c. Issues that cannot be resolved by the CA will be brought to the attention of the CO who may pursue any of the remedies provided for under this contract up to and including termination.

G.10 HC.7.013 DELEGATION OF AUTHORITY

AUGUST 2002

The parties to this contract, in their discretion, may delegate to representatives within their respective organizations any of their ministerial functions in connection with this contract, but may not absolve themselves of accountability for performance of said functions. All delegations of authority by the Contractor to fulfill the obligations of this contract will be made in writing to the Contracting Officer (CO), U.S. House of Representatives (House).

G.11 HC.7.017 REMITTANCE ADDRESS

AUGUST 2002

The Contractor shall identify the address to which payments shall be made be mailed to:	de, if different from that of place of business.	Payments are to
	_	
	-	

G.12 HC.7.023 CONTRACT ADMINISTRATION PLAN (CAP)

FEBRUARY 2005

a. Section G contains the content required in a Contract Administration Plan (CAP) as prescribed in Section 11 of the Procurement Instructions for the U.S. House of Representatives. This CAP outlines the framework for monitoring performance and administering this contract, with the specific responsibilities of Authorized House Representatives listed below. Contract performance will be gauged against effectively meeting the requirements of the statement of work, monitoring customer satisfaction (e.g., vendor

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performance evaluations), and the performance measures contained in the Quality Assurance or Performanced-Based Surveillance Plan, if applicable.

b. It shall be the responsibility of the Contracting Officer's (CO's) authorized representative to periodically review this CAP for purposes of updating and/or recommending any necessary revisions. If a change to the CAP is required, the CO will execute the appropriate bilateral or unilateral modification.

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 HC.8.001 INSURANCE

MAY 2001

The contractor shall carry and maintain, during the entire period of performance under this contract, the following:

- a. Workers' compensation and employee's liability insurance: minimum \$100,000 per incident.
- b. Automobile (vehicle) general liability insurance: minimum \$200,000 per person; \$1 million per accident; property damage \$50,000.
- c. Comprehensive general liability: minimum of \$1 million bodily injury per occurrence.
- d. Other insurance as directed by the contracting officer.

H.2 HC.8.002 IDENTIFICATION BADGES

FEBRUARY 2006

New contractor employees shall obtain a House identification/access pass issued by the House Sergeant at Arms before the employee enters on duty, if unescorted access is required outside of normal public building visiting hours. Public building visitor hours are Monday to Friday 7am to 7pm, and Saturday 7am to 1pm. House identification badges will not be issued to a contractor employee unless the Capitol Police forms for a background check are submitted in accordance with Clause HC.8.003 of this contract.

The contractor shall ensure that the employee surrenders the House identification/access card upon termination of employment or performance is no longer required under this contract. House identification/access cards shall be surrendered to the COR and reconciled within two business days following an employee termination or service release under this contract. A penalty in the form of damages shall be levied for failure to return House identification/access cards in the amount of \$100 a month for each House identification/access card that is not returned to the COR within two business days following an employees termination or employee service no longer required under this contract. The damage amount will be prorated in the month of termination or release from service to the date the House identification/access card was to be returned to the COR and reconciled.

Final payment will not be made under this contract until all House identification/access cards that were issued under this contract have been returned, and a release provided to the contractor signed by the COR. If the contract is a concessionaire type contract, contractor equipment and supplies shall not be removed from House property until all House identification/access cards have been returned and a release provided to the contractor signed by the COR.

H.3 HC.8.003 PROSPECTIVE EMPLOYEE BACKGROUND CHECK FEBRUARY 2006

- a. The U.S. Capitol Police will screen all contractor employees working on this contract who have access to House facilities or information in the performance of Contract work. The COR will provide the Contractor with Capitol Police forms (CP-491 or equal) to be filled out and returned for each employee the contractor will have working in any capacity on the contract. Forms for each employee working on this contract shall be submitted prior to the commencement of work.
- b. The employee shall be fingerprinted by the Capitol Police prior to working on the contract and a check made of criminal history records. If the Capitol Police, after having processed the forms, determine at any time that the employee is unsuitable or unfit for assigned duties, they will notify the CAO Human Resources, Director of Administration who will notify the COR and CO. The COR will then direct the contractor to immediately remove that employee from any work under this contract.

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c. All contractor employees working on this contract with access to House facilities or information are required to be cleared by the Capitol Police, at a minimum of every three years. However, further background checks may be conducted at any time as is warranted.

H.4 HC.8.005 BENEFITS TO MEMBERS OF CONGRESS

MAY 2001

No Member, Delegate, Resident Commissioner, Officer of the House or Procurement Officer shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

H.5 HC.8.006 NEWS RELEASES

MAY 2001

No news releases, press conferences or advertisements pertaining to this contract will be made without prior written approval of the CO.

H.6 HC.8.007 AFFIRMATION OF NON-DISCLOSURE

AUGUST 2003

Due to the sensitive and confidential nature of information that the contractor may come in contact with during the performance of work at the House, the contractor and all personnel associated with this contract shall sign an "Affirmation of Non-Disclosure" (download form from http://www.house.gov/cao-opp/currentsol.shtml) prior to commencing work. The Affirmation of Non-Disclosure states in part that the individual signing the form agrees and understands they will not disclose any private or privileged information received in the course of service to the House.

H.7 HC.8.013 COMPLIANCE WITH EMERGENCY PROCEDURES

MARCH 2003

Any dispute shall be decided by the CO, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the contractor. Within thirty (30) calendar days from the receipt of such copy, the contractor may appeal in writing by mail to the CO. The CO's decision shall be final. The contractor may appeal the CO's decision to the Committee on House Administration only for violations by the CO for failure in following procedural guidelines within 30 calendar days of the CO final decision. If no such appeal is taken, the decision of the CO shall be final and conclusive. In connection with any proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the contractor shall proceed diligently with the performance of the contract and in accordance with the CO's decision.

H.8 HC.8.024 INCIDENTAL SERVICES, TRAVEL, AND EXPENSES

JUNE 2002

Unless separately priced and awarded, the cost of all local (Washington, D.C. metropolitan area) services, travel, and any other expenses incurred incident to performance of work shall be borne by the contractor.

H.9 ENVIRONMENTALLY PREFERABLE

Environmentally preferable means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.

(a) Definitions. As used in this clause-

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"Recycling" means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

"Waste prevention" means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

"Waste reduction" means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) The Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements.

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SECTION I -- CONTRACT CLAUSES

I.1 CONTRACT TYPE

The House intends to award a consignment contract as a result of this solicitation.

I.2 HC.9.001 AUTHORIZED CHANGES ONLY BY THE CONTRACTING MAY 2001 OFFICER

- a. Except as specified in paragraph (b) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change under this contract.
- b. The contractor shall not comply with any order, direction or request of House personnel, unless issued in writing and signed by the CO, subject to the policy direction and oversight of the Committee on House Administration, or made pursuant to specific authority otherwise included in this contract.
- c. The CO is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, said authority remains solely with the CO. In the event the contractor effects any change(s) at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof.

I.3 HC.9.002 OBSERVANCE OF LAWS

MAY 2001

- a. In connection with the performance of work under this contract, the contractor agrees not to discriminate on the basis of race, religion, color, sex, national origin or disability.
- b. The contractor shall comply with all applicable laws of the United States with respect to the conduct of its employees and operations.

I.4 HC.9.003 DISPUTES

MAY 2001

Any dispute shall be decided by the CO, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the contractor. Within thirty (30) calendar days from the receipt of such copy, the contractor may appeal in writing by mail to the CAO. The CAO's decision shall be final. The contractor may appeal the CAO's decision to the Committee on House Administration only for violations by the CAO for failure in following procedural guidelines within ten (10) calendar days of the CAO final decision. If no such appeal is taken, the decision of the CO shall be final and conclusive. In connection with any proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the contractor shall proceed diligently with the performance of the contract and in accordance with the CO's decision.

I.5 HC.9.004 AVAILABILITY OF FUNDS

MAY 2001

The House's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the House for any payment may arise until funds are made available to the contracting officer for this contract.

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I.6 HC.9.006 RELEASE OF CLAIMS

MAY 2001

After completion of work, and prior to final payment, the contractor shall furnish to the CO, a release of claims against the United States arising out of the contract, other than claims specifically excepted from the operation of the release.

I.7 HC.9.007 ORDER OF PRECEDENCE

MARCH 2002

In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) contract statement of work; (b) other provisions of this contract, whether incorporated by reference or otherwise.

I.8 HC.9.008 TAX EXEMPTION

JUNE 2002

Unless otherwise provided by statute, the House is exempt from all taxes, including any sales and use taxes.

I.9 HC.9.010 LIABILITY OF THE HOUSE

JUNE 2002

Consistent with the Federal Tort Claims Act (28 U.S.C. § 2671, et seq.), the House shall not be liable for any injury to the contractor's personnel or damage to the contractor's property unless such injury or damage is due to negligence or a wrongful act or omission on the part of the House.

I.10 HC.9.011 LIABILITY OF THE CONTRACTOR

JUNE 2002

Contractor assumes all risk of loss of or damage to any property of the House entrusted to contractor while in contractor's possession or otherwise under contractor's control. In the event of loss or irreparable damage, contractor shall promptly reimburse the House for the value of the article. Any other damage shall be promptly repaired by contractor at contractor's expense.

I.11 HC.9.013 GRATUITIES

JUNE 2002

This order may be terminated if it is determined by the House that a gratuity (e.g., an entertainment or gift) was offered or given to any Member, officer, or employee of the House with the intention of obtaining this order or gaining favorable treatment under this order. No Member, officer, or employee of the House shall share any personal benefit of this order.

I.12 HC.9.014 ASSIGNMENT

JUNE 2002

Neither this order nor the obligation of contractor to perform hereunder shall be assigned or delegated by contractor without the House's consent. Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any other, subsequent default. None of the provisions, terms and conditions contained in this order may be added to, modified, superseded or otherwise altered except by a written instrument signed by the authorized representative of the party against whom its enforcement is sought, and each shipment received by the House from contractor shall be deemed to be only upon the terms and conditions contained herein regardless of any contrary or additional provisions contained in any acknowledgement, invoice or other form of contractor and not withstanding the House's act of accepting or paying for any shipment or similar act of the House.

I.13 HC.9.015 HOUSE RULES

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This contract shall be governed in accordance with House Rules and regulations and all applicable statutes regarding performance and any dispute arising therefrom.

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SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 ATTACHMENTS

Attachment 1 - Sample Product List

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SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 HC.11.001 GENERAL REQUIREMENTS

JULY 2001

Offerors shall be individuals, partnerships, or corporations regularly engaged in the business covered by the specifications and possessed of satisfactory financial resources and technical ability, and of equipment and organization to insure satisfactory completion of the contract, and who have established a satisfactory record in the past. Offerors shall, if requested by the CO, furnish promptly any information, which the CO may consider necessary to establish their competency for the work.

The offeror certifies by submission of this proposal and resultant contract that the offeror has not publicly or privately colluded with any other offeror to fix prices or conditions of this contract.

K.2 HC.11.002 FINANCIAL INFORMATION

JULY 2001

The offeror shall furnish company financial data for the last three (3) years at a minimum. To comply with this requirement, the offeror shall furnish copies of financial statements or Annual Reports published. Publicly held companies must also provide copies of Securities and Exchange Commission 10-K Reports and Proxy Statements filed.

K.3 HC.11.003 INSURANCE INFORMATION

JULY 2001

The offeror shall furnish the following insurance information:

- a. Carriers
- b. Limits and excess coverage or employer liability and general liability
- c. Worker's Compensation insurance experience modification

K.4 HC.11.004 COMPANY BACKGROUND

JULY 2001

All offerors will be required to submit proposals to include the following information concerning the company background:

- a. Legal name of the company.
- c. Detailed business history.
- d. Current staffing document.
- e. Disclose any lawsuits in which the Company is a named defendant within the last five (5) years and status of each such case.
- f. Key point of contact (POC) list and telephone number.

K.5 HC.11.007 ELIGIBILITY FOR AWARD

JULY 2001

The offeror certifies that it is eligible for award of a contract resulting from this solicitation and that it has not been barred, suspended or otherwise rendered ineligible for award of a federal government contract, nor has the offeror within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and, is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision.

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K.6	HC.11.009	PERIOD FOR ACCEP	TANCE OF PROPOSAL	JULY 20	001
			, the award shall be based on the prices set act withincalendar days after re		s proposal
K.7	HC.11.017	AUTHORIZED COMP	PANY OFFICIALS	AUGUS	Т 2002
RFP. Indivi	Please provide the dual's name:	nat the following individual(s) following information in table		rith the House in con	nection with thi
Telep	none number:				
E-mai	l address:				
K.8	HC.11.019	SIGNATURE		AUGUS	Т 2002
	fy that these represedge, and belief.	sentations, certifications, and o	other statements are complete and accurate	e to the best of my in	formation,
	NAN	ME OF OFFEROR	DATE		
		ATURE OF PERSON THORIZED TO SIGN			
	PRINT	TED NAME OF PERSON			

AUTHORIZED TO SIGN

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SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 HC.12.002 CONTENT OF PROPOSALS

OCTOBER 2001

Each proposal shall be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content. It is important that the proposal be organized as specified since the score sheet used during the evaluation will parallel the order specified in the solicitation. Offerors are reminded to avoid excessively lengthy or overly extravagant proposals. Proposals that do not address all of the elements and requirements, in the order contained herein, shall be disqualified from further consideration.

Legibility, clarity and coherence are very important. Using the instructions provided below and in consideration of the assessment criteria, provide as specifically as possible the actual methodology you would use for accomplishing these factors. All the requirements specified in the RFP are mandatory. By your proposal submission you are representing that your firm will perform all the requirements within the schedule specified in the RFP. Do not merely reiterate the objectives or reformulate the requirements specified in the RFP

The sections listed below shall be divided into the following distinct and marked parts:

- **1. Section A of RFP** The offeror shall insert Section A of this solicitation with all required/applicable blocks completed.
- **2. Section B Price Schedules** Offeror shall complete Section B and provide a proposed price which will address all requirements as well as others the offeror may wish to offer.
- 3. Section G Contract Administration Offeror shall complete the required sections of Section G.
- **4. Section K Representations, Certifications, And Statements of Offerors -** Offeror shall complete the required clauses of Section K.
- **5. Technical Proposal** Specifications must comply with Section C.

The technical proposal shall describe the capability/technology gap addressed, provide a detailed explanation of the proposed technology, identify deliverables, describe work to be performed, and will describe the offeror's expertise to effect the proposed solution. In order to facilitate the House evaluation of the proposals, the Offeror must provide a complete description of how each requirement will be met. Submitting merely an acknowledgement (e.g. "Read and Understood") may provide insufficient information to effectively evaluate the offered solution and, therefore, may have an adverse impact on Offeror's score. The Offeror's Technical Proposal must provide its approach/solution to all of the requirements stated in the solicitation. The Offeror's responses to the requirements must be arranged in the sequence in which the requirements are referenced, and formatted with responses inserted directly after the requirement or request, unless otherwise specified. Specific answers may be cross-referenced throughout Offeror's response to avoid duplication of material

- **6.** Provide pertinent experience and qualification in conducting similar services as stated in the solicitation, and specifically, corporate stability and sound organizational qualities. Demonstrated financial capability sufficient to provide resources to finance day-to-day operations for legislative branch customers.
- **7. Past Performance** Offeror shall provide references for three current or recent (within three years) customers, preferably in the public sector. List the agency name and address, name and title of the client contact, telephone number, opening date, building population (clients served), description of contract deliverables, pick-up and delivery sites, annual dollar value, performance periods, and type of contractual arrangements; e.g., percentage of sales, fixed price, management fee or other.

L.2 HC.12.003 SUBMISSIONS

MARCH 2004

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Offerors shall submit one (1) electronic version in MS Word or PDF format by 2:00 PM EST on May 21, 2010. The proposal should be prepared in such format and detail as to enable the House to make a thorough evaluation thereof, and to arrive at a sound determination as to whether or not the offeror can meet the House's requirements. Proposal shall clearly identify firm name and address and Solicitation Number. Proposals shall be emailed to the following e-mail address toinetta.bridgeforth@mail.house.gov and a copy to raymond.griswold@mail.house.gov.

PROPOSALS RECEIVED BY HAND DELIVERY OR FACSIMILE WILL NOT BE ACCEPTED

Submission of Questions

Vendor questions are due not later than 12:00 PM EST, May 3, 2010. Vendor questions must be provided via e-mail to toinetta.bridgeforth@mail.house.gov and a copy to raymond.griswold@mail.house.gov. Questions and answers will be published in an amendment to the solicitation. Withdrawal of Proposal may be withdrawn by e-mail, if received prior to award.

L.3 HC.12.006 LATE SUBMISSIONS AND REVISION OF PROPOSALS JULY 2001

- (1) Any proposal or revision to a proposal received by the CO after the exact time specified for receipt may be considered if it is in the best interest of hte House and it is received before award is made, and it:
- (2) A revision resulting from the CO's request for "best and final" offer received after the time and date specified in the request will not be considered, unless received before the award and late receipt is due solely to mishandling by the House.
- (3) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

L.4 HC.12.007 ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS

JULY 2001

Offerors shall acknowledge receipt of any amendments to this solicitation requiring bi-lateral signature;

- (1) by signing and returning the amendment,
- (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; or
- (3) by letter if authorized, The contracting officer must receive the acknowledgment by the time specified for receipt of offers.

L.5 HC.12.009 RESTRICTION ON DISCLOSURE AND USE OF DATA JULY 2001

Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the House except for evaluation purposes, shall:

(1) Mark the title page with the following legend:

"This proposal or quotation includes data that shall not be disclosed outside the House and shall not be duplicated, used, or disclosed-in whole or in part--for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of--or in connection with--the submission of this data, the House shall have the right to duplicate, use, or disclose the data, including cost and pricing data, to the extent provided in the resulting contract. This restriction does not limit the House's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets numbered [insert number(s)]," and

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(2) Mark each sheet of data to be restricted with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

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SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 HC.13.001 EVALUATION FACTORS FOR AWARD

JULY 2001

The House intends to make a single award to the offeror whose proposal meets the minimum requirements as stated in this RFP. Proposals will be evaluated based on the following evaluation factors that are listed in descending order of importance:

- (1) Technical approach
- (2) Management approach
- (3) Corporate capabilities/Products
- (4) Past performance
- (5) *Price

*The proposal is presumed to represent the offeror's best efforts to respond to the solicitation. Any inconsistency, whether real or apparent between promised performance and price, must be explained in the proposal. For example, if unique and new approaches are the basis for an abnormally low estimate, the nature of these approaches and their impact on price must be explained. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required. It also may reflect on the offeror's ability to perform the contract within the financial restraints and may be cause for rejection of the proposal. The burden of proof as to price credibility rests with the offeror.

- Risk Assessment Price proposals will be evaluated to identify and assess potential risks, which may be
 inherent in the offeror's approach. The estimated costs to correct any deficiencies in the offeror's proposal will also be
 evaluated.
 - **2. Price Realism -** Proposed pricing will be evaluated not only to determine if the price is reasonable, realistic, and affordable, but also to determine the offeror's understanding of the requirements.
 - 3. Price Evaluation factors other than price, when combined, are significantly more important than price.

Proposals will be evaluated based on the information provided above and awarded to the contractor whose proposal is the most advantage to the House. Technical, Management Approach, Corporate Capabilities and Past Performance are equal and more important than Price.

M.2 HC.13.002 CONTRACT AWARD

JULY 2001

- a. The House intends to award a single contract resulting from this solicitation to the responsible offerors whose offer conforms to this solicitation, taking into account the factors contained in M.1 "Evaluation Factors for Award".
- b. The House may:
 - (1) reject any or all offers, if such action is its interest,
 - (2) waive informalities and minor irregularities in offers received.
- c. The House intends to evaluate proposals and to award a single contract without discussion. Therefore, each initial offer should contain the offeror's best terms. However, the CO reserves the right to conduct discussions if they are later determined to be necessary.

ATTACHMENT 1 - RFP OFP10000066

<u>Item</u>	
	Description of Product
<u>Number</u>	
1	ADAPTOR, MINI USB TO MICRO USB
2	CABLE, 6' UNIVERSAL USB
3	CAR CHARGER, BLACKBERRY 7200
4	BLACKBERRY, BELTCLIP CASE 7200
5	HANDS FREE HEADSET BB7200/7500
6	HOLSTER, LEATHER, BB 8700/8800
7	HOLSTER LEATHER, BB 7100
8	HOLSTER, LEATHER, BB 7100
9	BLACKBERRY HOLSTER W/O SLEEP
10	BLACKBERRY, TRAVEL CHARGER
11	BLACKBERRY BELTCLIP CASE, 8700
12	BLUETOOTH HEADSET, WINDSMART
13	BLUETOOTH WIRELESS HEADSET
14	CASE, SKIN, BLACK BB8800
15	CASE, SKIN, WHITE BB8800
16	BATTERY BLACKBERRY 8800 SERIES
17	HOLSTER BB 7250 7270 7290
18	BATTERY, BLACKBERRY 7100
19	BLACKBERRY, BELTCLIP CASE 8700
20	CARD, MEMORY
21	CAR CHARGER, BOLD, BB
22	CARD, MEMORY 2 GB 8300
23	HOLSTER BB - 8800/c/r/8830
24	CASE, SKIN, BLACK BB9530
25	CASE, SKIN, WHITE BB9530
26	HOLSTER, LEATHER BB8300/8800
27	HOLSTER, LEATHER APPLE RED
28	CASE, SKIN WHITE, BB8300 CURVE
29	CASE, SKIN, BLACK BB8300 CURVE
30	BLACKBERRY CHARGER 8800 SERIES
31	MEMORY, MICRO SD CARD, 4GB
32	HEADSET, BLACK STEREO 8300
33	BATTERY, BLACKBERRY 8300 CURVE
34	HEADSET, 3.5MM MONO
35	BLACKBERRY HOLSTER 8300 CURVE
36	BLACKBERRY CHARGER 8300 SERIES
37	BLACKBERRY CHARGER STORM 9530
38	BLACKBERRY CHARGER, STORM 9530
39	CARD, MEMORY 8 GB
40	CARD, MEMORY 16GB
41	BLACKBERRY HOLSTER FOR 8100

ATTACHMENT 1 - RFP OFP10000066

<u>Item</u> <u>Number</u>	<u>Description of Product</u>
42	BATTERY, BLACKBERRY 8100 PEARL
43	A/C CHARGER, BOLD, BB
44	CASE, SKIN, BLACK, BB BOLD
45	CASE, SWIVEL, BB BOLD
46	CABLE, USB BB STORM 9530
47	HOLSTER, BB BOLD
48	HOLSTER, LEATHER, BB 8300/8800
49	BATTERY, BLACKBERRY STORM 9530
50	HOLSTER, LEATHER STORM 9530
51	HOLSTER, SOFT, BLACK 8100
52	BATTERY, BLACKBERRY BOLD
53	HOLSTER, BB CURVE 8900, PLASTI
54	CASE, SKIN BLACK, BB TOUR 9630
55	CABLE, MONITOR EXTENSION, 6'
56	HOLSTER, BB TOUR, PLASTIC
57	HOLSTER, BB TOUR, BLK LEATHER
58	BATTERY, LITHIUM MOTOROLA RAZR
59	CARRYCASE SANDWICH MULTI BRAND
60	HOLSTER, MOTOROLA RAZR
61	CARRYCASE MOTOROLA
62	CARCHARGER, MOTOROLA RAZR
63	HANDSFREE HEADSET MOTOROLA
64	HOLSTER BELTCLIP MOTOROLA RAZR
65	ADAPTOR, POWER, OVERSEAS
66	TRAVEL CHARGER MOTOROLA RAZR